

BURLINGTON COUNTY COLLEGE

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made this 17th day of February, 2009, by and between the **BOARD OF TRUSTEES OF BURLINGTON COUNTY COLLEGE**, a body corporate of the State of New Jersey, hereinafter referred to as the "Trustees," and **DR. ROBERT C. MESSINA, JR.**, hereinafter referred to as "Dr. Messina."

1. TERM OF EMPLOYMENT

The Trustees employ Dr. Messina as President of the Burlington County College ("College") for the period of July 1, 2007 through June 30, 2011, with the Academic Rank of Professor.

The Trustees shall, at its first regular meeting on or after January 1 of each year of this Agreement, take formal action on whether or not to renew this Agreement for four (4) academic years (July 1 through June 30) commencing on July 1 of the year in which the action is taken.

2. COMPENSATION

Dr. Messina's base salary for the 2007-2008 academic year shall be \$177,932 per annum to be paid according to prevailing College payroll procedures and made retroactive to July 1, 2007. A supplementary one-time payment for academic year 2007-2008 in the amount of \$10,072 will be made. This amount represents 6% of Dr. Messina's 2006-2007 base salary and will not be added to base salary.

Dr. Messina's base salary for the 2008-2009 academic year shall be \$185,050 per annum to be paid according to prevailing College payroll procedures and made retroactive to July 1, 2008. A supplementary one-time payment for academic year 2008-2009 in the amount of \$7,117

will be made. This amount represents 4% of Dr. Messina's 2007-2008 base salary and will not be added to base salary.

Salary increases for subsequent academic years of this Agreement, and any supplementary payments, shall be based upon performance and shall be subject to negotiations between the parties and shall be within the Trustees' discretion. Any salary increase shall be effective on July 1 of the given academic year. Assuming good performance is found, a salary increase shall be given that is no less than any increase in the Consumer Price Index from July 1 of the previous year. Dr. Messina's base salary will not be reduced during the term of this Agreement.

3. **POWERS, DUTIES and RESPONSIBILITIES**

A. Governance

The Trustees shall operate at the policy level and shall delegate to Dr. Messina the authority of the internal management of the College. Dr. Messina shall provide the Trustees with appropriate information in a timely manner in order for the Trustees to promulgate policy. Dr. Messina, as the Chief Executive Officer, is responsible for executing policies and implementing identified goals through the day-to-day management of the College.

B. Duties/Responsibilities

Dr. Messina's duties as President of the College include but are not limited to the following: (1) provide leadership for academic excellence; (2) administer the instruction, student services and business affairs of the College; (3) periodically direct the review of Trustee policies; (4) promote and endeavor to maintain positive college image in the community; (5) establish and maintain sound working relationships with other governmental agencies; (6) maintain and improve professional competence; (7) serve as the Trustees' designated representative with

respect to all matters concerning employer-employee matters; (8) annually evaluate administrative employees reporting directly to the President and participate in the evaluation of the remaining employees in accordance with College procedures; (9) manage and control College property and enter into contracts on behalf of the College as authorized by the Trustees; and (10) other duties as assigned by the Trustees.

Dr. Messina shall faithfully and to the best of his ability serve the Trustees in the capacity of College President and shall at all times devote his whole time, attention and energies to the management, superintendence and improvement of the College. However, Dr. Messina may perform off-campus teaching or consulting duties for compensation with 30 days prior written notice to the Chair of the Trustees as long as such off-campus teaching or consulting duties do not interfere with or create a conflict with his duties and obligations to the College. To avoid the appearance of any favoritism, Dr. Messina shall refrain from engaging in any activities involving partisan politics.

Dr. Messina, as Chief Executive Officer is accountable to the Trustees acting as a body. Decisions of the Trustees are binding upon Dr. Messina except in instances when the Trustees delegates appropriate functions to the Board Chair or committee of the Board.

4. PERFORMANCE

Dr. Messina shall exercise reasonable diligence in the preservation of all College property under his jurisdiction and shall make prompt reports of all College business and finances, which may be required from time to time by the Trustees. Dr. Messina shall be entitled to indemnification pursuant to law regarding the performance of his duties as President. Dr. Messina's performance will be evaluated annually solely by the Trustees pursuant to a written

evaluation. Dr. Messina shall be given a copy of said evaluation. Goals and objectives for the subsequent year will be established in conjunction with the Trustees.

5. **FRINGE BENEFITS**

A. Health/Dental/Prescription

Dr. Messina shall be afforded health, dental and prescription benefits at their current levels, presuming that coverage(s) to provide such benefits continue to be reasonably commercially available. If one or more coverage(s) is not reasonably commercially available, then in no event shall the coverage be less than is provided to other executive and administrative personnel.

B. Leave

Dr. Messina shall receive fifteen (15) days of sick leave per academic year. Unused sick leave shall be rolled over to be used in succeeding academic years. Unused sick leave shall not be paid out at time of separation of employment.

Dr. Messina shall receive twenty-six (26) days of vacation leave per academic year. Beginning with the 2009-2010 academic year, a maximum of 26 unused vacation days can be rolled over to the next academic year. In addition, Dr. Messina shall have 26 vacation days that he may use during his employment in addition to the annual allotment of 26 days and any rollover days from year-to-year beginning in the 2009-2010 academic year.

Upon separation of employment for any reason other than involuntary termination, unused vacation leave shall be paid out to a maximum of twenty (20) days at Dr. Messina's then current per diem rate calculated from base salary.

Dr. Messina shall receive three (3) personal leave days per academic year. Unused personal days cannot be rolled over to the next academic year, and shall not be paid out at time of separation.

C. Disability Plans

The Trustees shall provide Dr. Messina a short term and long term disability insurance plan at the current level of benefits at commercially reasonable rates. In no event shall the coverage be less than is provided to other executive and administrative personnel.

D. Long Term Care Insurance

The Trustees shall reimburse Dr. Messina the cost of long term care insurance for himself and his current spouse at the current level of benefits.

E. Life Insurance

The current life insurance policy covering Dr. Messina through the Teachers Insurance and Annuity Association/College Retirement Equities Fund ("TIAA/CREF") in the amount of One Million dollars (\$1,000,000) shall be converted into a whole life policy in the amount of Three Hundred Thousand dollars (\$300,000). The whole life policy shall be owned by Dr. Messina. This benefit will continue post-employment with the Trustees paying the premium. In addition to the TIAA/CREF policy, the Trustees shall maintain term life insurance coverage for Dr. Messina through the Alternative Benefits Program equal to 3.5 times his base salary.

F. Housing Allowance

The Trustees shall provide Dr. Messina a housing allowance of Twenty Thousand dollars (\$20,000) per academic year to offset College-related functions held at his home, including but not limited to Board of Trustee/Administrative retreats, student meetings, social functions honoring visiting dignitaries, community outreach activities, etc. Such housing allowance shall

be discontinued in the event of any period of disability of Dr. Messina for more than twelve (12) continuous months. The Board, in its sole discretion, may continue the housing allowance beyond said 12 month period.

G. Automobile Allowance

Dr. Messina shall be reimbursed for lease payments for, or equivalent car payments should Dr. Messina choose to purchase, a vehicle for business and personal use, as well as gasoline and other related maintenance costs of the vehicle. Such auto allowance shall be discontinued in the event of any period of disability of Dr. Messina for more than twelve (12) continuous months. The Board, in its sole discretion, may continue the automobile allowance beyond said 12 month period.

H. Travel Expenses

Dr. Messina shall be reimbursed for all reasonable and necessary travel expenses to the following conferences/board meetings: American Association of Community Colleges; Association of Community College Trustees; and Combase. In recognition of her contributions and value as a goodwill ambassador for the College, Dr. Messina's current spouse shall also be reimbursed for her airfare if she accompanies Dr. Messina to these events. Such travel reimbursement shall include a reasonable food allowance per diem per person.

I. Retirement Contributions

The Trustees shall contribute 10.7% of Dr. Messina's base salary in each academic year to a §403(b) compensation plan. The Trustees shall also contribute 13% of Dr. Messina's base salary to a qualified 401A profit sharing plan.

J. Entertainment Expenses

The College will reimburse Dr. Messina for expenses incurred in the performance of his duties, as well as any other reasonable related College-business expense, excluding membership fees.

K. Communication Equipment Expenses

The College will reimburse Dr. Messina reasonable business-related personal communication equipment expenses, including but not limited to the purchase and/or maintenance of a laptop computer and cell phone/Blackberry.

L. Termination Benefits

Board of Trustees Policy Number 115, "Consideration of Special Conditions of Mutually Acceptable Termination of Employment for the Executive and Administrative Staff members and Faculty Members," allows for additional severance payments for executive and administrative personnel at time of separation of employment at the discretion of the Board of Trustees, up to a maximum of 6 months of annual salary. In recognition of Dr. Messina's long and faithful service to the College, and in recognition of the numerous unused vacation days for which Dr. Messina will not be compensated in full, Dr. Messina shall receive three payments of \$25,000 each on January 1 during the 2008, 2009 and 2010 calendar years in lieu of consideration by the Board of Trustees for additional severance payments under Board Policy 115. Dr. Messina waives any claim to consideration for any other severance payments from the Board of Trustees pursuant to Policy 115 or upon any other basis not set forth in this Agreement.

6. PRE-RETIREMENT TRANSITION

In the event Dr. Messina elects to retire during the term of this Agreement, Dr. Messina shall be entitled to a 6 month pre-retirement transition leave period in which he will be required

only to assist the Trustees and the College, as requested, with College-related leadership transition processes and activities. During this pre-retirement transition leave period, Dr. Messina will receive payment of his full base salary and benefits until retirement.

7. **POST EMPLOYMENT BENEFITS**

In the event of Dr. Messina's separation from the College, whether by retirement, disability or death (but not for involuntary termination for cause as set forth in Paragraph 9 below), the Trustees shall continue to provide health and prescription insurance and long-term care insurance for both Dr. Messina and his current spouse only into perpetuity. The coverage and quality of such benefits shall commensurate with the benefit levels under the then current State Health Benefits Plan ("SHBP") or the then current benefit plan offered by the College to its administrative staff, whichever is greater. The regulations of the SHBP shall govern all aspects of coverage, including but not limited to election of Medicare Parts A and B and the participation by Dr. Messina's current spouse only in the event of Dr. Messina's death.

In the event of Dr. Messina's separation of employment, whether by retirement or disability (but not for involuntary termination for cause as set forth in Paragraph 9 below), the Trustees shall continue to provide payment for dental insurance and, pursuant to Paragraph 5(E) above, whole life insurance premiums for Dr. Messina to provide coverage in the amount of Three Hundred Thousand dollars (\$300,000). The dental insurance shall be maintained at the then current benefit levels offered by the College to its administrative staff.

Should Dr. Messina predecease his current spouse, the College shall continue the health and prescription insurance, long-term care insurance and dental insurance for such current spouse.

The provisions of this Paragraph 7 shall survive the expiration of this Agreement.

8. **VOLUNTARY TERMINATION**

By giving the Trustees at least six (6) months written notice, Dr. Messina may terminate his employment.

9. **INVOLUNTARY TERMINATION**

The Trustees reserve the right to terminate Dr. Messina's employment, but only for cause. Written notice of termination shall be provided. "Cause" shall be defined as (a) serious violation of a written College policy or procedure; (b) conviction of a crime involving moral turpitude; or (c) materially failing to fulfill the duties of his office. As to item (a), the Trustees shall provide written notice of the perceived violation of College policy or procedure and shall consider any timely written reply prior to making a decision to terminate. To be timely, a reply must be received within seven (7) days after written notice is sent to Dr. Messina. As to item (c), termination may only be imposed if: (1) Dr. Messina receives written notice from the Trustees enumerating the perceived failures; (2) Dr. Messina is given a full and fair opportunity to cure the perceived failures; and (3) notwithstanding written notice and the opportunity to cure, the failures continue.

In the event the Trustees exercise their right to involuntarily terminate Dr. Messina's employment, then some or all of the benefits set forth in Paragraph 5 above may, at the sole discretion of the Trustees, cease as of the date of termination, or at any time thereafter.

In the event that the Trustees exercise their rights under this article, Dr. Messina shall have the right to challenge the determination of cause by filing a demand for arbitration with the American Arbitration Association ("AAA"), New Jersey office. This demand must be filed within thirty (30) days after the Trustees' written notice of termination and a copy of the arbitration demand must be served on the Trustees. Selection of an arbitrator shall be in

accordance with AAA rules, as shall the conduct of the hearing. The decision of the arbitrator shall be final and binding. The arbitrator shall have no power to modify or alter any of the terms of this Agreement. The costs of arbitration shall be borne equally by the parties.

This provision shall not be interpreted as requiring mandatory arbitration with AAA for any action besides a challenge to a "for cause" involuntary termination of employment by the College.

10. NOTICES

Written notice by Dr. Messina to the Trustees shall be addressed to:

Chairman, Board of Trustees
c/o Burlington County College
601 Pemberton-Browns Mills Road
Pemberton, New Jersey 08068-1599

Written notice by the Trustees to Dr. Messina shall be addressed to:

Dr. Robert C. Messina, Jr.
[REDACTED]
Mount Holly, NJ 08060

11. CONTROLLING LAW

This agreement shall be governed by the law of New Jersey.

12. CAPTIONS

The captions appearing before each of the numbered sections hereof are not a substantive part of this agreement.

IN WITNESS WHEREOF, the Trustees have caused this Agreement to be signed by the Chairperson of the Board of Trustees and attested by the Treasurer of said Board and the corporate seal of the College to be hereto affixed and Dr. Messina has caused this Agreement to be signed by his hand and sealed on, the day and year first above written.

ATTEST:

Ang R. Webb

BURLINGTON COUNTY COLLEGE
BOARD OF TRUSTEES

Ronald Winthers
Ronald Winthers
Chairperson

Robert C. Messina, Jr. (L. S.)
Robert C. Messina, Jr. President